



Full Service Agreement



1001 Broken Sound Pkwy NW • Boca Raton, FL 33487 • Phone: 800-787-0436

ELEVATOR SERVICE AGREEMENT

Marina at The Bluffs - FMDIFF Maintenance Agreement

Created Date:	10/31/2025	Proposal Number:	MAI0050573
Proposal Date:	10/31/2025		
Purchaser Name:	The Marina at The Bluffs	Purchaser Address:	1550 Marina Isle Way Jupiter, FL 33477
Primary Contact:	Barbara Bergstedt	Service Summary:	FMDIFF
Contact Phone:	5616276497 5616276497	Contact Email:	barbara@marinabluffs.com
DEI Representative:	Grant Vara		
Contact Phone #:	561-492-3844		
Email Address:	GVara@DelawareElevator.com		

Delaware Elevator of Florida, Inc. (Hereinafter called the Company)

1001 Broken Sound Pkwy NW , Boca Raton, FL 33487

Through our office located at:

Agrees to service the elevator equipment described herein on the following terms and conditions.

EQUIPMENT DESCRIPTION

Equipment Type	EQU. ID	#Landings	Openings (F,R,S)	Capacity	Controller
Hydraulic Submersible	Car 10 / 36324	5	5,0,0	2500	Alpha - AEC-H-40-50
Hydraulic Submersible	Car 11 / 36325	5	5,0,0	2500	Alpha - AEC-H-40-50
Hydraulic Submersible	Car 12 / 36326	5	5,0,0	2500	Alpha - AEC-H-40-50
Hydraulic Submersible	Car 13 / 36327	5	5,0,0	2500	Alpha - AEC-H-40-50
Hydraulic Submersible	Car 14 / 36840	5	5,0,0	2500	Alpha - AEC-H-40-50
Hydraulic Submersible	Car 15 / 36841	5	5,0,0	2500	Alpha - AEC-H-40-50
Hydraulic Submersible	Car 16 / 36842	5	5,0,0	2500	Alpha - AEC-H-40-50
Hydraulic Submersible	Car 17 / 36843	5	5,0,0	2500	Alpha - AEC-H-40-50
Hydraulic Submersible	Car 18 / 37279	5	5,0,0	2500	Alpha - AEC-H-40-50
Hydraulic Submersible	Car 19 / 37900	5	5,0,0	2500	Alpha - AEC-H-40-50
Hydraulic Submersible	Car 20 / 37901	5	5,0,0	2500	Alpha - AEC-H-40-50
Hydraulic Submersible	Car 21 / 37902	5	5,0,0	2500	Alpha - AEC-H-40-50
Hydraulic Submersible	Car 22 / 37903	5	5,0,0	2500	Alpha - AEC-H-40-50

Equipment Type	EQU. ID	#Landings	Openings (F,R,S)	Capacity	Controller
Hydraulic Submersible	Car 23 / 37904	5	5,0,0	2500	Alpha - AEC-H-40-50
Hydraulic Submersible	Car 24 / 37905	5	5,0,0	2500	Alpha - AEC-H-40-50
Hydraulic Submersible	Car 25 / 37906	5	5,0,0	2500	Alpha - AEC-H-40-50
Hydraulic Submersible	Car 26 / 37907	5	5,0,0	2500	Alpha - AEC-H-40-50
Hydraulic Submersible	Car 5 / 36319	5	5,0,0	2500	Alpha - AEC-H-40-50
Hydraulic Submersible	Car 6 / 36320	5	5,0,0	2500	Alpha - AEC-H-40-50
Hydraulic Submersible	Car 7 / 36321	5	5,0,0	2500	Alpha - AEC-H-40-50
Hydraulic Submersible	Car 8 / 36322	5	5,0,0	2500	Alpha - AEC-H-40-50
Hydraulic Submersible	Car 9 / 36323	5	5,0,0	2500	Alpha - AEC-H-40-50

EQUIPMENT LOCATIONS

EQU. ID	Location
Car 10 / 36324	1001 Seafarers Cir Jupiter, FL 33477
Car 11 / 36325	1101 Seafarers Cir Jupiter, FL 33477
Car 12 / 36326	1201 Seafarers Cir Jupiter, FL 33477
Car 13 / 36327	1301 Seafarers Cir Jupiter, FL 33477
Car 14 / 36840	1401 Marina Isle Way Jupiter, FL 33477
Car 15 / 36841	1501 Marina Isle Way Jupiter, FL 33477
Car 16 / 36842	1601 Marina Isle Way Jupiter, FL 33477
Car 17 / 36843	1701 Marina Isle Way Jupiter, FL 33477
Car 18 / 37279	1801 Marina Isle Way Jupiter, FL 33477
Car 19 / 37900	1901 Marina Isle Way Jupiter, FL 33477
Car 20 / 37901	2001 Marina Isle Way Jupiter, FL 33477
Car 21 / 37902	2101 Marina Isle Way Jupiter, FL 33477
Car 22 / 37903	2201 Marina Isle Way Jupiter, FL 33477
Car 23 / 37904	2301 Marina Isle Way Jupiter, FL 33477
Car 24 / 37905	2401 Marina Isle Way Jupiter, FL 33477
Car 25 / 37906	2501 Marina Isle Way Jupiter, FL 33477
Car 26 / 37907	2601 Marina Isle Way Jupiter, FL 33477
Car 5 / 36319	501 Seafarer Cir Jupiter, FL 33477
Car 6 / 36320	601 Seafarer Cir Jupiter, FL 33477
Car 7 / 36321	701 Seafarers Cir Jupiter, FL 33477
Car 8 / 36322	801 Seafarers Cir Jupiter, FL 33477
Car 9 / 36323	901 Seafarers Cir Jupiter, FL 33477

I. WHAT IS INCLUDED

The Company will use its employees, trained for this work, and supervised by the Company's technical management personnel to do the following:

A. Perform a regular program of examinations, lubrications, adjustments, and cleaning. DEF will employ one or more elevator professionals to service your account at any given time, with additional personnel to be provided as needed.

B. When conditions warrant, in the judgement of the Company, replace or repair the following: (unless excluded)

Hoisting Machines and Machine Brakes, Motor Generators or Solid State Motor Drive, Controls, Selector, Dispatch, Signal and Relay Panels, Control Cables, Car and Counterweight Safeties, Brake Coils, Linings, Shoes and Pins, Deflector and Compensating Sheaves and their contacts, Limit Landing, Leveling and slow down switches, Brushes, Commutators, Windings and Coils, Contacts, Relays, Resistors and Transistors, Solid State Panels, Boards and Control Devices, Hydraulic Valves, both Manual and Automatic.

Dispatching Devices, Hoisting Motors, Selector Motors and Drives, Guide Shoe Gibs or Rollers, Worms, Gears, Bearings and Rotating Elements, Overspeed Governors, Mufflers and Silencers, Anti-Creep Devices, Signal Lamps (Replacement during regular visits only),

Operating Buttons and Switches, Hatch Door Interlocks and Gate Operating Equipment, Packing and Seals for single stage Hydraulic Pistons.

- C. Furnish and apply lubricants as compounded to the Company's specifications.
- D. Lubricate guide rails except for roller guide installations.
- E. Re-lamp all elevator signals, but only during regularly scheduled visits.
- F. Periodically equalize the tension on the hoisting cables.
- G. Perform an annual No-Load, Low-Speed Test of the car and counterweight, safeties, governors and buffers.
- H. Analyze periodically the equipment when deemed appropriate by the Company.
- I. Periodically inspect elevator hatchway equipment, including rails, door hangers, car tops, hatchway switches and buffers.
- J. Make replacements, adjustments and repairs to the equipment required by reason of ordinary wear and tear, that is included in Section B
- K. Upon written request from Purchaser, recommend additional equipment or modifications of existing equipment to discourage vandalism to, or misuse of, any part of the equipment.
- L. Perform annual pressure relief test and/or annual safety test. Should your Unit(s) require any additional type of equipment testing as required by any applicable law and/or code, we will provide you with a separate written estimate that includes the cost of any associated labor and/or material(s).

Should your Unit(s) require any safety tests as mandated by any applicable law and/or code on the commencement date of this Agreement, Delaware Elevator of Florida, Inc. assumes no responsibility for the day-to-day operation of the governor or safeties on applicable traction elevator, or the hydraulic system on applicable hydraulic elevators under the terms of this agreement until the test has been completed and the Unit has passed. Should the respective Unit fail any of those test, it shall be solely your responsibility to make necessary repairs and place the Units in a condition that we deem acceptable for further coverage under the terms of this Agreement. Because the performance of any safety test places the Unit under extreme conditions that are outside of the Unit's normal operating parameters, you agree that Delaware Elevator of Florida, Inc. shall not be liable for any damage to the building structure or the Unit(s) resulting from the performance of any safety tests we perform at any time under this agreement.

M. Monitoring of the elevator emergency phone will be provided by Delaware Elevator of Florida, Inc.. It is the responsibility of Owner to have a working phone line.

N. We will periodically conduct field audits of our personnel and the units to maintain quality standards

II. WHAT IS NOT INCLUDED

A. Repair and/or replacement of the following items:

Cylinders, Pistons and Plungers, Packing and Seals for multi-stage Hydraulic Pistons, Synchronization Devices or Inverted Packings and Seals, Casings and Buried Piping, all Pipe and Pipe Fittings, Wiring and/or Conduits, Hoistway Gates, Doors, Frames and Sills, Hoistway Enclosures, Traction Rope Grippers, Emergency Car Lights, Alarm Bells, Batteries and all battery powered Equipment, Car Enclosures (Including Panels, Doors, Gates, Ventilation Equipment, Drive, Telephones, Ceilings, Diffusers, Light Tubes, bulbs and Remote Monitors, Card Readers, Key-switches/Key Pads, Handrails, Mirrors, Carpets and Applied Floor Coverings), Pipe and Pipe Fitting located Above Ground. Main Structural Items (To Include: Rails, Rail Brackets and Inserts), Conduits and Wiring Ducts.

Cover Plates for Signal Fixtures, Machine Room Door Hardware and Hinges, Smoke and Heat Sensors, Main Line Power Switches, Main Line Fuses, Breakers and Feeders to Elevator, Control Equipment, Tank Heaters & Coolers, Hydraulic Reservoir Tanks, Electronic Door Edges, Communication Systems, Computers, Servers, Software, Touchless Displays, Security Systems, Hoisting and Governor Cables and their Fastenings, Disposal of Used Oil, Music Systems, Heating Systems and/or Air Conditioning Systems. Equipment damage caused by vegetable/contaminated oil.

- B. Call backs and/or damages caused by fluctuations beyond 10% plus or minus the rated voltages, electrical power surges, spikes, brown outs, or lightning storms.
- C. Adverse elevator operation because of machine room temperatures (including temperature variations below 60 degrees Fahrenheit and above 90 degrees Fahrenheit).
- D. Full Load Safety Tests, Independent Inspectors fees, re-inspection fees, or any other State fees. To be performed at our standard billing rates. **Inspector costs are not included*
- E. Additional features, code changes, attachments or replacements with parts of different design when recommended or directed by government authorities or insurance carriers.
- F. Replacements, repairs, or adjustments caused by using vegetable oil, vandalism, water, accidents, storms, fire department, misuse, obsolescence and/or proprietary equipment/tools. With the passage of time, equipment technology and designs will change. If (1) A component can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety. (2) any part or component of your equipment covered under this Agreement cannot, in Delaware Elevator of Florida, Inc. sole opinion, be safely repaired and (3) a new direct replacement is no longer in stock and readily available from the Original Equipment Manufacturer ("OEM"), that part or component shall be considered obsolete, regardless of whether it can be custom-made, fabricated or acquired at any price or whether or not a refurbished or reconditioned version is available from anyone. Components include without limitation any part, component, assembly, product or firmware or software module. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment associated with that Unit is functionally compatible with that replacement part or component.
- In addition, we will not be required to make any changes or recommendations in the existing design or function of the Unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party.
- G. This contract does not cover inspection, lubrication, adjustment, or cleaning that requires disassembly.
- H. Removal of water from pit area, including in the event the water is contaminated with hydraulic fluid. It shall be the Owner's responsibility to remove any water from the pit and provide reasonable measures to prevent future water intrusion into the pit and hoist way.
- I. Violations or other reported/recommended items existing prior to the date of this Agreement. The cost of correcting these violations are your responsibility. If such Code violations or other outstanding safety violations are not corrected in accordance with this Agreement, Delaware Elevator of Florida, Inc. may with respect to the equipment not meeting Code requirements cancel this Agreement without penalty by providing thirty (30) days written notice. Delaware Elevator of Florida, Inc. will not be responsible for any re-inspection costs.
- J. Delaware Elevator of Florida, Inc. will not be responsible for any fees or charges associated with customer-preferred portals, software platforms or subscriptions.

III. PURCHASER'S RESPONSIBILITIES

- A. The prices and services as outlined herein are based upon the Purchaser furnishing to the Company legible, current wiring diagrams for the equipment to be serviced.
- B. The Purchaser is to provide the Company with free and full access to the equipment for the performance of its services.

C. Safe working conditions in and around the equipment is essential to the performance of this agreement and must be maintained by the Purchaser.

D. in the event of the sale, lease, or other transfer of the elevators, dumbwaiters, lifts or LULA's described herein, or the premises in which they are located. PURCHASER agrees to see that such successor is made aware of this contract and assumes and agrees to be bound by the terms hereof for the balance of this contract, and subject to termination as herein provided, or otherwise be liable for 50% of the unpaid balance due for the full unexpired terms of the contract: provided, however, that in any such case Delaware Elevator of Florida, Inc. may in its sole discretion terminate the contract with any such successor at any time upon thirty (30) days advance notice in writing. Purchaser shall pay as an addition to the price stated, a sum equal to the amount of any taxes which may now or hereafter be expected from purchaser or seller on account hereof.

E. Purchaser shall not permit others to make alterations, additions, adjustments, repairs, or replacements to the equipment being serviced hereunder.

F. To report immediately any condition which may indicate the need for correction, service, or maintenance before the next regular examination.

G. To remove the elevator from service and to preclude public access thereto in the event of malfunction, and to immediately notify the company thereof.

H. You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnect/s located in the elevator equipment room.

I. You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the units are located and to keep all machine rooms and pit areas free from water, stored materials, and debris.

J. You agree to provide a safe workplace for our personnel and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

K. In the event you obtain competitive pricing, you will not allow others to make alterations, additions, adjustments, or repairs to the equipment without Delaware Elevator of Florida, Inc. to have the right of first refusal (ie., match the competitive price).

L. If the purchaser requests a specific scheduled visit a surcharge will be applied to the monthly fee.

M. Under no circumstances shall Delaware Elevator of Florida, Inc. be responsible for the misleveling of cars at landings due to overloading, or where no Notification of such a condition has been received and/or Delaware Elevator of Florida, Inc. has not been afforded a reasonable time to effect remedial measures. In addition, if the existing elevator(s) are of a type that have no self-leveling device, Delaware Elevator of Florida, Inc. will not be responsible for any losses arising from the misleveling of cars at landings irrespective of the receipt of Notification of any such condition. In this regard, Owner understands that misleveling conditions are inherent in such systems and that existing technologies can accomplish floor to sill levelling within 3/8 of an inch should Owner resolve to remedy this problem. If desired, it is the Owner's responsibility to request and execute a proposal for upgrades and modernizations of the elevator which would employ said technologies and reduce the likelihood of future misleveling events. Upon receipt of such request, Delaware Elevator of Florida, Inc. will schedule a site inspection, conduct a thorough analysis, and will, within 10 business days of said inspection, furnish said upgrade proposal.

IV. HOURS OF SERVICE

All work will be performed during the regular working hours of regular working days of the elevator trade, unless otherwise specified below, 8 a.m. – 4:30 p.m. Monday - Friday. The company will respond to callbacks within 2-4 hours of notification, unless we are prevented from doing so by causes beyond our control.

The Company will provide emergency minor adjustment call-back service:

Service Selected	Description of Service
FMDIFF	On Overtime call-backs, we will absorb the worked hours at single time rates and Purchaser will be charged for the overtime premium portion only at our regular billing rates.

In the event a unit malfunction occurs between regular examinations, at your request we will dispatch an examiner to perform emergency minor adjustment callback service. In the event Delaware Elevator of Florida, Inc. receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance Delaware Elevator of Florida, Inc. shall respond to the emergency call from the phone in the elevator. The visit will be treated as a callback.

V – CLARIFICATIONS

VI. LIMITS OF LIABILITY

The Company assumes no liability for:

- a. Injuries or damages to persons or property except injuries or damages caused by the Company's acts or omissions.
- b. Death, injury or other damage to or caused by unauthorized persons in, on, or about the elevator, including the elevator's roof, cables, shaft and the equipment for its operation.
- c. Death, injury or other damages caused by design defects in the Purchaser's equipment not the correction of any such design defects.
- d. Any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, labor disputes, strikes, lockouts, pandemic, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, commercial unavailability of parts, vandalism, misuse, abuse, mischief or acts of God.
- e. In the event, a part is on back-order and cannot be obtained from an alternate vendor and within a reasonably comparative cost, the Company will not be found liable and/or in default of fulfilling its contractual obligations. The Company will provide evidence of the back-order as requested.

VII. DISPUTES

The parties hereto agree that any disputes arising out of this agreement or the work performed or products supplied in accordance herewith, shall be resolved by litigation in a court of competent jurisdiction in the State of Florida. The parties further expressly waive any right to federal jurisdiction, whether premised on diversity of citizenship or federal question. The parties hereby agree that to the extent that Delaware Elevator of Florida, Inc. is the substantially prevailing party in any such litigation, Delaware Elevator of Florida, Inc. will be entitled to have its costs and reasonable attorney's fees paid by the substantially non-prevailing party.

VIII. EFFECTIVE DATE

This agreement shall be for a term of 5 year(s) commencing at Midnight on 12/15/2025 and ending at Midnight on 12/14/2030. This agreement shall be renewed automatically for additional terms of 5 year(s) unless terminated by written notice by either party, mailed and post marked at least ninety (90) days prior to the end of the term or any renewal thereof.

1. The price for this service shall be: \$3,850.00 Per Monthly term, payable Monthly, in advance, plus any local, state or federal taxes assessed in connection with this contract.

This price as established herein is based upon the existing use and occupancy of Purchaser's facility. Future changes in these factors may significantly alter the Company's ability to provide the specified services at the contract price. In the event of such change, the Company will notify the Purchaser in writing of a recommended modification of this agreement. Delaware Elevator of Florida, Inc. reserves the right to adjust the Contract Price because of any substantial changes in service expenses, including but not limited to expenses in connection with fuel, waste disposal, environmental requirements, cost of materials, changes to government regulations or other administrative costs. The percentage increase of the Contract will not exceed 7.00%, annually.

2. Payments in arrears for thirty (30) days or more shall be considered, delinquent and shall be increased by a finance charge of 2% per month, Payments not received within sixty (60) days shall constitute a breach of contract and the Company may, in the event of such breach, terminate this agreement by giving thirty (30) days written notice. The balance in full of this contract is then due.
3. This agreement may be cancelled at any time for non-performance. Non-performance is defined as the Company's inability to correct any deficiencies in "included items" that arise during the term of this Agreement. Company has thirty (30) days from Purchaser's notification to remedy any item without penalty. Company will not be liable for any failure or delay in performing the remedy under this Agreement due to causes (which causes are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control.
4. In the event the contract is canceled without cause the purchaser agrees to pay full remaining contract value.
5. This contract is transferable or assignable.
6. As your Service provider under this Agreement, Delaware Elevator of Florida, Inc. will provide a number of services. The monthly Agreement price is based on all services provided. Any consideration for credits or prorations related to preventive maintenance visits will be reflected as a portion of the monthly price."

IX. ACCEPTANCE

- a. This proposal, when signed and accepted by the Purchaser and approved by an authorized representative of the Company, shall constitute the agreement between the parties, and all prior representations or agreements, whether written or verbal, are superseded.
- b. If the Purchaser's acceptance or subsequent renewal of this agreement is in the form of a purchase order or similar document; the provisions of this agreement shall govern in the event of conflict or omission.

Pricing/Contract Acceptance	
Printed Name (Customer, Authorized Signatory)	Printed Name (Delaware Elevator of Florida, Inc. Authorized Signatory)
Signature (Customer)	Approval Signature (Delaware Elevator of Florida, Inc.)
Date Accepted (Customer)	Date Accepted (Delaware Elevator of Florida, Inc.)

**Pricing Valid for 120 days from date of receipt*

Required by Delaware Elevator of Florida, Inc.:

BILL TO INFORMATION	
Company:	
Address:	
Address 2:	
City	
State	
Zip	

ACCOUNTS PAYABLE CONTACT	
Name:	
Office Phone:	
Mobile Phone:	
Fax:	
Email:	
Alternate Email:	
Payment Preference:	Online Portal

PRIMARY SITE CONTACT	
Name:	Barbara Bergstedt
Office Phone:	5616276497
Mobile Phone:	5616276497
Fax:	
Email:	barbara@marinabluffs.com
Alternate Email:	